

CSM Legal, P.C.

Employment and Litigation Attorneys

60 E. 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

January 6, 2022

VIA ECF

Honorable Debra C. Freeman
United States Magistrate Judge
United States Courthouse
500 Pearl St.
New York, NY 10007

Re: Dejesus et al v. Bukhara Grill II, et. al.

Case no. 20-cv-6147

Your Honor:

This office represents the Plaintiff in the above referenced matter. Plaintiffs write jointly with Defendants to submit this letter setting forth our views on why the agreed upon settlement in this matter is fair.

The parties have agreed to a negotiated settlement ("Agreement") after extensive settlement discussions during mediation. A copy of the Agreement is attached hereto as "Exhibit A." We therefore ask the Court to approve the settlement pursuant to Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015).

Plaintiff brought this suit alleging violations of the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. ("FLSA"), violations of the New York Labor Law §§ 190 et seq. and 650 et seq. (the "NYLL"), and violations of the 'spread of hours' and overtime wage orders of the New York Commission of Labor codified at N.Y. Comp. Codes R. & Regs. tit. 12, § 142-2.4(a).

Plaintiff alleges he was employed by Defendants as a cook at their Indian restaurant located at 217 East 49th Street, New York, NY 10017 York under the name Bukhara Grill. They also allege Defendants engaged in a wide variety of FLSA and NYLL violations, including failure to pay appropriate, failure to pay spread of hours pay, unauthorized deductions from wages and gratuities, and failure to provide annual notice and wage statements. Defendants deny the Plaintiff's allegations but agree that a settlement is desirable at this stage to avoid incurring further legal fees by litigating further.

I. The Proposed Settlement is Fair and Reasonable

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Under the settlement, Defendants will pay \$19,000 to Plaintiff to settle all his claims as alleged in the Complaint that concern his employment. Of the settlement amount, two thirds, or \$12,730 will go to the Plaintiff, with \$6,270 to go to Plaintiff's attorneys.

Plaintiff alleges that he is entitled to back wages of approximately \$160,574.09 from Defendants, which Defendants deny. Plaintiff estimates that if he had recovered in full for his claims, exclusive of attorney's fees, he would be entitled to approximately \$426,445.61. A copy of Plaintiff's damages chart, breaking down each amount sought from Defendants, is attached as "Exhibit B." Plaintiff understands the central issues are disputed, and that should he continue to litigate his claims, there is no guarantee he would recover what he believes he is owed, which is why a settlement is desirable at this time.

Under *Lynn's Food*, a court may approve a settlement where it "reflects a 'reasonable compromise of disputed issues [rather] than a mere waiver of statutory rights brought about by an employer's overreaching.'" *Le v. Sita Information Networking Computing USA, Inc.*, No. 07 Civ. 0086, 2008 U.S. Dist. LEXIS 46174 at *2 (E.D.N.Y. June 12, 2008) (quoting *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982)); *see also Kopera v. Home Depot U.S.A., Inc.*, No. 09 Civ. 8337, 2011 U.S. Dist. LEXIS 71816, at *2 (S.D.N.Y. June 24, 2011) ("If the proposed settlement reflects a reasonable compromise over contested issues, the settlement should be approved.").

Considering the risks in this case outlined above, Plaintiff believes that this settlement is an excellent result, and should be approved as fair. *See Meigel v. Flowers of the World, NYC, Inc.*, 2012 U.S. Dist. LEXIS 2359, at *2-3 (S.D.N.Y. Jan. 9, 2012) ("Typically, courts regard the adversarial nature of a litigated FLSA case to be an adequate indicator of the fairness of the settlement. If the proposed settlement reflects a reasonable compromise over contested issues, the court should approve the settlement.").

II. Plaintiff's Attorneys' Fees are Fair and Reasonable

Under the settlement, and in accordance with his retainer agreement with the Plaintiff, Plaintiff's counsel will receive \$6,270 from the settlement fund as attorneys' fees and costs. This represents thirty-three (33) percent of the recovery in this litigation, this is a reduction in fees from what is identified in Plaintiff's retainer agreements, which provides that forty (40) percent of Plaintiff's recovery will be retained by the firm.

These rates are reasonable given the experience of the attorneys in wage and hour matters, and their performance in this case. *See Perez v. Platinum Plaza 400 Cleaners, Inc.*, Index No. 12-cv-9353 (PAC), 2015 U.S. Dist. LEXIS 78079, *3 n. 1 (S.D.N.Y. June 16, 2015) (awarding requested rates to Michael Faillace and one of his associates at this firm, Joshua Androphy, finding they had "demonstrated entitlement to these rates based on their experience in wage and hour litigation and their performance in this case"). *See also Calle v. Elite Specialty Coatings Plus, Inc.*, 2014 U.S. Dist. LEXIS 164069 at *9 (E.D.N.Y. Nov. 19, 2014) ("A one-third contingency fee is a commonly accepted fee in this Circuit.")

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Given Plaintiff's counsels' significant experience representing Plaintiffs in New York City in wage and hour litigation, Plaintiff's counsel was able to obtain an excellent result with relatively low expense due to the parties' cooperative exchange of information and frequent and on-going negotiations. A brief biography of each attorney who performed billed work outlined in the Billing Record attached as "Exhibit C" and their rates in this matter is as follows:

- i. Michael Faillace, Esq. ("MF"), was the Managing Member of Michael Faillace & Associates, P.C., which is now CSM Legal, and was in practice from 1983 to November 5, 2021. From 1983 to 2000, he was in-house Employment Counsel with International Business Machines Corporation (IBM). He taught employment antidiscrimination law as an Adjunct Professor at Fordham University School of Law beginning in 1992 and at Seton Hall University Law School from 1995 to 1998, and he is a nationally-renowned speaker and writer on employment law. He is also the author of the ADA, Disability Law Deskbook The Americans with Disabilities Act in the Workplace, published by Practising Law Institute (PLI), and other employment law publications and presentations. His work was billed at the rate of \$450 per hour, his standard billing rate for matters paid on an hourly basis. Courts have routinely held that hourly fees of \$450, or even \$500, for counsel with Mr. Faillace's level of experience (37 years) and expertise are reasonable. See, e.g., *Manley v. Midan Rest. Inc.*, No. 1:14-cv-1369 (S.D.N.Y. March 27, 2017), Doc. No. 42 at *32, 35-37 (fees of \$500 per hour for FLSA litigator with 34 years of experience).
- ii. Gennadiy Naydenskiy was a Litigation Associate of Michael Faillace & Associates P.C. now CSM Legal P.C. and has been a member of the firm from August 2018 until September 2021. Gennadiy Naydenskiy reflected in Exhibit C as "GN" is billed at a rate of \$350 per hour. Prior to joining Michael Faillace and Associates, P.C, Gennadiy Naydenskiy was a solo practitioner from October 2014, focusing primarily on FLSA wage and hour cases. Prior to founding his solo practice, Gennadiy Naydenskiy was an associate for Harrison, Harrison, and Associates a boutique law firm that focus most of their practice on FLSA wage and hour individual, multi-plaintiff, collective and class actions.
- iii. Khalil Huey is a Litigation Associate of Michael Faillace & Associates P.C now CSM Legal P.C. and has been a member of the firm since June 2021. Khalil Huey reflected in Exhibit C as "KH" is billed at a rate of \$375 per hour. Prior to joining the firm P.C, Khalil Huey was of counsel for the Chandler Law Firm PLLC and an associate for the same firm that focused on labor and employment law for individuals and as labor counsel for several school districts, and large public employee unions in the State of New York.
- iv. Paralegal time reflected in Exhibit C as "PL" is billed at \$125 per hour.

Should Your Honor have any questions or concerns regarding this settlement, the parties are happy to address them. The parties thank the Court for its attention to this matter.

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Respectfully submitted,

/s/ Khalil Huey

Khalil Huey Esq.

CSM LEGAL, P.C.

Attorneys for the Plaintiff

Enclosures

Cc Erica Yitzhak (via ECF)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RUFINO DEJESUS, *individually and on behalf of
others similarly situated,*

Plaintiff,

-against-

BUKHARA GRILL II, INC. (D/B/A BUKHARA
GRILL), VIJAY RAO, RAJA JHANHEE, and
VICKE VERMA,

Defendants.

20-cv-06147-PGG-DCF

**SETTLEMENT AGREEMENT
AND
RELEASE**

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and among Plaintiff Rufino Dejesus (“Plaintiff Dejesus”) on the one hand, and Everest Foods Inc. (d/b/a Bukhara Grill) (“Defendant Corporation”), and Raja Jhanjee, and Vicky Vij, (“Individual Defendants”) (collectively, “Defendants”), on the other hand.

WHEREAS, Plaintiff Dejesus acknowledges that this matter is not and never was a collective action, and that the caption of this matter incorrectly names the Defendants, none of whom were correctly served or named, but he agrees that the Defendants named in the paragraph above are the correct entities and parties to this Agreement who are responsible for the settlement and will be released;

WHEREAS, Plaintiff Dejesus alleges that he worked for Defendants as an employee; and

WHEREAS, a dispute has arisen regarding Plaintiff Dejesus’s alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York, Civil Action No: 20-cv-06147-PGG-DCF (hereinafter “the Litigation”), alleging, among other things, a violation of the Fair Labor Standards Act (“FLSA”) and the New York Labor Law (“NYLL”); and

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation; and

WHEREAS, the parties agree that this Agreement shall be submitted to U.S. Magistrate Judge Debra Freeman for approval,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

Payment: Defendants shall pay or cause to be paid to Plaintiff Dejesus, subject to the terms and conditions of this Agreement, and as full, complete and final settlement and final satisfaction of any and all claims or potential claims Plaintiff Dejesus may have against Defendants relating specifically to the claims in the Litigation through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiff Dejesus, the gross sum of Nineteen Thousand Dollars and No Cents (**\$19,000.00**) (the "Settlement Amount"), within thirty (30) days of dismissal of this action by the Court.

RUFINO DEJESUS	\$6,365 by IRS Form 1099 and \$6365 by W-2
CSM Legal P.C	\$6,270 by check
Attorneys' Fees and Costs	

W

ithin 30 days after dismissal of the case is filed on the docket, the payment set forth above in this paragraph shall be delivered to the office of CSM Legal, P.C. to the attention of Khalil Huey, Esq., at One Grand Central Place, 60 East 42nd Street, Suite 4510, New York, NY 10165.

2. Dismissal: In exchange for the Settlement Amount, Plaintiff Dejesus agrees that the instant case (No. 20-cv-06147-PGG-DCF) will be dismissed with prejudice, and he and his attorneys agree to promptly take all steps required to ensure the case is dismissed. If the case is not dismissed, the Agreement is void and not enforceable.

3. Release and Covenant Not To Sue: Plaintiff Dejesus hereby irrevocably and unconditionally releases from and forever discharges and covenants not to sue Defendants, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers any and all FLSA and NYLL charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other FLSA and NYLL wage and hour known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which Plaintiff Dejesus at any time has, had, claims or claimed to have against Defendants relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement. Defendants release and discharge Plaintiff Dejesus from any and all known claims, and liabilities that they have, had or claimed to have against Plaintiff Dejesus relating to the claims in the Litigation that have occurred as of the Effective Date of this Agreement.

4. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order, nor shall it be admissible in any other subsequent litigation by other plaintiffs against any of the Defendants.

5. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff Dejesus and Defendants.

6. Acknowledgments: Plaintiff Dejesus and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

7. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff Dejesus:

Khalil Huey Esq.
CSM LEGAL P.C
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: khuey@csm-legal.com

To Defendants:

Erica Yitzhak
The Yitzhak Law Group
1 Linden Place Suite 406
Great Neck, NY 11021
Tel: 516-466-7144
Email: erica@etylaw.com

8. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York in any subsequent proceeding to enforce this Agreement.

9. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiff Dejesus agrees to promptly execute a release, waiver and/or covenant that is legal and enforceable.

10. Release Notification: Plaintiff acknowledges that he has consulted with Khalil Huey Esq. of CSM Legal, P.C., and he acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with his attorneys. Plaintiff Dejesus confirms that this Settlement Agreement and Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

11. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

PLAINTIFF:

By: _____
RUFINO DEJESUS

Date: _____

DEFENDANTS:

By: _____
For EVEREST FOODS INC., (D/B/A
BUKHARA GRILL)

Date: _____

By: _____
RAJA JHANJEE

Date: _____

By: _____
VICKY VIK

Date: _____

10. Release Notification: Plaintiff acknowledges that he has consulted with Khalil Huey Esq. of CSM Legal, P.C., and he acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with his attorneys. Plaintiff Dejesus confirms that this Settlement Agreement and Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

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PLAINTIFF:

By: _____

RUFINO DEJESUS

Date: _____

12/27/2021

DEFENDANTS:

By: _____

For EVEREST FOODS INC., (D/B/A
BUKHARA GRILL)

Date: _____

By: _____

RAJA JHANJEE

Date: _____

By: _____

VICKY VIJ

Date: _____

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Privileged Settlement Communication

Subject to Revision / Correction

Plaintiff	Pay Period		No. Weeks in Pay Period	Hours Per Week in Period	No. of SOH Days Per Wk in Period	Calc. Regular Rate of Pay	Calc. OT Rate of Pay	Minimum Wage Rate	Minimum Overtime (OT)	Lawful Weekly Pay	"Credited" Weekly Pay	Underpayment Per Week	Unpaid Wages & OT	Liq. Damages on Wages & OT
	From	To												

Privileged Settlement Communication

Subject to Revision / Correction

Plaintiff	Pay Period		Unpaid Spread of	Liq. Damages on	Annual Wage	Weekly Wage	Pre Jud. Interest	(PJI) Spread of Hours	Tools of the Trade	Total Per
	From	To	Hours (SOH) Pay	unpaid SOH	Notice	Statement	(PJI) on OT & Wages			Period
Rufino Dejesus	12/30/2014	12/31/2014	\$ -	\$ -	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -		\$ 7,500.00
	1/1/2015	1/8/2015	\$ 61.25	\$ 61.25			\$ 364.96	\$ 31.35		\$ 1,944.75
	1/9/2015	1/31/2015	\$ 157.50	\$ 157.50			\$ 784.49	\$ 80.02		\$ 4,267.63
	2/1/2015	2/8/2015	\$ 61.25	\$ 61.25			\$ 359.51	\$ 30.88		\$ 1,938.83
	2/9/2015	2/28/2015	\$ 157.50	\$ 157.50			\$ 773.26	\$ 78.87		\$ 4,255.26
	3/1/2015	3/8/2015	\$ 61.25	\$ 61.25			\$ 354.59	\$ 30.46		\$ 1,933.49
	3/9/2015	3/31/2015	\$ 157.50	\$ 157.50			\$ 762.02	\$ 77.73		\$ 4,242.88
	4/1/2015	4/8/2015	\$ 61.25	\$ 61.25			\$ 349.14	\$ 29.99		\$ 1,927.57
	4/9/2015	4/30/2015	\$ 157.50	\$ 157.50			\$ 750.41	\$ 76.54		\$ 4,230.08
	5/1/2015	5/8/2015	\$ 61.25	\$ 61.25			\$ 343.86	\$ 29.54		\$ 1,921.84
	5/9/2015	5/30/2015	\$ 157.50	\$ 157.50			\$ 738.99	\$ 75.38		\$ 4,217.49
	6/1/2015	6/8/2015	\$ 61.25	\$ 61.25			\$ 338.41	\$ 29.07		\$ 1,915.92
	6/9/2015	6/30/2015	\$ 157.50	\$ 157.50			\$ 727.19	\$ 74.18		\$ 4,204.49
	7/1/2015	7/8/2015	\$ 61.25	\$ 61.25			\$ 333.14	\$ 28.62		\$ 1,910.20
	7/9/2015	7/31/2015	\$ 157.50	\$ 157.50			\$ 715.58	\$ 72.99		\$ 4,191.69
	8/1/2015	8/8/2015	\$ 61.25	\$ 61.25			\$ 327.69	\$ 28.15		\$ 1,904.28
	8/9/2015	8/31/2015	\$ 157.50	\$ 157.50			\$ 703.77	\$ 71.79		\$ 4,178.68
	9/1/2015	9/8/2015	\$ 61.25	\$ 61.25			\$ 322.24	\$ 27.68		\$ 1,898.36
	9/9/2015	9/30/2015	\$ 157.50	\$ 157.50			\$ 692.16	\$ 70.60		\$ 4,165.89
	10/1/2015	10/8/2015	\$ 61.25	\$ 61.25			\$ 316.97	\$ 27.23		\$ 1,892.63
	10/9/2015	10/31/2015	\$ 157.50	\$ 157.50			\$ 680.55	\$ 69.42		\$ 4,153.09
	11/1/2015	11/8/2015	\$ 61.25	\$ 61.25			\$ 311.52	\$ 26.76		\$ 1,886.72
	11/9/2015	11/30/2015	\$ 157.50	\$ 157.50			\$ 668.94	\$ 68.23		\$ 4,140.29
	12/1/2015	12/8/2015	\$ 61.25	\$ 61.25			\$ 306.24	\$ 26.31		\$ 1,880.99
	12/9/2015	12/30/2015	\$ 157.50	\$ 157.50			\$ 657.51	\$ 67.07		\$ 4,127.71
	12/31/2015	1/9/2016	\$ 63.00	\$ 63.00			\$ 300.79	\$ 26.58		\$ 1,879.31
	1/10/2016	1/31/2016	\$ 162.00	\$ 162.00			\$ 645.33	\$ 67.71		\$ 4,125.16
	2/1/2016	2/8/2016	\$ 63.00	\$ 63.00			\$ 295.34	\$ 26.10		\$ 1,873.38
	2/9/2016	2/28/2016	\$ 162.00	\$ 162.00			\$ 634.29	\$ 66.55		\$ 4,112.96
	3/1/2016	3/8/2016	\$ 63.00	\$ 63.00			\$ 290.25	\$ 25.65		\$ 1,867.83
	3/9/2016	3/31/2016	\$ 162.00	\$ 162.00			\$ 622.68	\$ 65.33		\$ 4,100.13
	4/1/2016	4/8/2016	\$ 63.00	\$ 63.00			\$ 284.80	\$ 25.17		\$ 1,861.90
	4/9/2016	4/30/2016	\$ 162.00	\$ 162.00			\$ 611.07	\$ 64.11		\$ 4,087.30
	5/1/2016	5/8/2016	\$ 63.00	\$ 63.00			\$ 279.52	\$ 24.70		\$ 1,856.16
	5/9/2016	5/31/2016	\$ 162.00	\$ 162.00			\$ 599.45	\$ 62.89		\$ 4,074.47
	6/1/2016	6/8/2016	\$ 63.00	\$ 63.00			\$ 274.07	\$ 24.22		\$ 1,850.23
	6/9/2016	6/30/2016	\$ 162.00	\$ 162.00			\$ 587.84	\$ 61.68		\$ 4,061.64
	7/1/2016	7/8/2016	\$ 63.00	\$ 63.00			\$ 268.80	\$ 23.75		\$ 1,844.49
	7/9/2016	7/31/2016	\$ 162.00	\$ 162.00			\$ 576.23	\$ 60.46		\$ 4,048.81
	8/1/2016	8/8/2016	\$ 63.00	\$ 63.00			\$ 263.35	\$ 23.27		\$ 1,838.56
	8/9/2016	8/31/2016	\$ 162.00	\$ 162.00			\$ 564.43	\$ 59.22		\$ 4,035.77
	9/1/2016	9/8/2016	\$ 63.00	\$ 63.00			\$ 257.90	\$ 22.79		\$ 1,832.62
	9/9/2016	9/30/2016	\$ 162.00	\$ 162.00			\$ 552.81	\$ 58.00		\$ 4,022.94
	10/1/2016	10/8/2016	\$ 63.00	\$ 63.00			\$ 252.62	\$ 22.32		\$ 1,826.88
	10/9/2016	10/31/2016	\$ 162.00	\$ 162.00			\$ 541.20	\$ 56.78		\$ 4,010.11
	11/1/2016	11/8/2016	\$ 63.00	\$ 63.00			\$ 247.17	\$ 21.84		\$ 1,820.95
	11/9/2016	11/30/2016	\$ 162.00	\$ 162.00			\$ 529.59	\$ 55.56		\$ 3,997.28
	12/1/2016	12/8/2016	\$ 63.00	\$ 63.00			\$ 241.90	\$ 21.38		\$ 1,815.21
	12/9/2016	12/30/2016	\$ 162.00	\$ 162.00			\$ 518.17	\$ 54.37		\$ 3,984.66
	12/31/2016	1/9/2017	\$ 77.00	\$ 77.00			\$ 236.45	\$ 25.54		\$ 1,841.92
	1/10/2017	1/31/2017	\$ 198.00	\$ 198.00			\$ 505.98	\$ 64.88		\$ 4,054.99
	2/1/2017	2/8/2017	\$ 77.00	\$ 77.00			\$ 231.00	\$ 24.95		\$ 1,835.89
	2/9/2017	2/28/2017	\$ 198.00	\$ 198.00			\$ 494.94	\$ 63.47		\$ 4,042.54
	3/1/2017	3/8/2017	\$ 77.00	\$ 77.00			\$ 226.08	\$ 24.42		\$ 1,830.43
	3/9/2017	3/31/2017	\$ 198.00	\$ 198.00			\$ 483.71	\$ 62.03		\$ 4,029.86
	4/1/2017	4/8/2017	\$ 77.00	\$ 77.00			\$ 220.63	\$ 23.83		\$ 1,824.39
	4/9/2017	4/30/2017	\$ 198.00	\$ 198.00			\$ 472.10	\$ 60.54		\$ 4,016.76
	5/1/2017	5/8/2017	\$ 77.00	\$ 77.00			\$ 215.35	\$ 23.26		\$ 1,818.55
	5/9/2017	5/31/2017	\$ 198.00	\$ 198.00			\$ 460.49	\$ 59.05		\$ 4,003.66
	6/1/2017	6/8/2017	\$ 77.00	\$ 77.00			\$ 209.90	\$ 22.67		\$ 1,812.51
	6/9/2017	6/30/2017	\$ 198.00	\$ 198.00			\$ 448.88	\$ 57.56		\$ 3,990.56
	7/1/2017	7/8/2017	\$ 77.00	\$ 77.00			\$ 204.63	\$ 22.10		\$ 1,806.67
	7/9/2017	7/31/2017	\$ 198.00	\$ 198.00			\$ 437.26	\$ 56.07		\$ 3,977.46
	8/1/2017	8/8/2017	\$ 77.00	\$ 77.00			\$ 199.18	\$ 21.51		\$ 1,800.63
	8/9/2017	8/31/2017	\$ 198.00	\$ 198.00			\$ 425.46	\$ 54.56		\$ 3,964.14
	9/1/2017	9/8/2017	\$ 77.00	\$ 77.00			\$ 193.73	\$ 20.92		\$ 1,794.59
	9/9/2017	9/30/2017	\$ 198.00	\$ 198.00			\$ 413.85	\$ 53.07		\$ 3,951.04
	10/1/2017	10/8/2017	\$ 77.00	\$ 77.00			\$ 180.65	\$ 20.35		\$ 1,721.88
	10/9/2017	10/31/2017	\$ 198.00	\$ 198.00			\$ 369.27	\$ 51.58		\$ 3,651.85
	11/1/2017	11/8/2017	\$ 77.00	\$ 77.00			\$ 175.43	\$ 19.76		\$ 1,716.07
	11/9/2017	11/30/2017	\$ 198.00	\$ 198.00			\$ 358.61	\$ 50.09		\$ 3,639.70
	12/1/2017	12/8/2017	\$ 77.00	\$ 77.00			\$ 170.37	\$ 19.20		\$ 1,710.44

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Privileged Settlement Communication

Subject to Revision / Correction

Plaintiff	Pay Period		Unpaid Spread of Hours (SOH) Pay	Liq. Damages on unpaid SOH	Annual Wage Notice	Weekly Wage Statement	Pre Jud. Interest (PJI) on OT & Wages	(PJI) Spread of Hours	Tools of the Trade	Total Per Period
	From	To								

CSM LEGAL, P.C.

60 East 42nd Street
Suite 4510
New York, NY 10165

Ph:(212) 317-1200

Fax:(212) 317-1620

Rufino De Jesus

January 4, 2022

Attention:

File #: BukharaGrill

Inv #: Sample

RE: Rufino de Jesus v. Bukhara Grill

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-20-20	interviewed new client and outlined his rights and obligations;	0.90	405.00	MF
	Meeting with client, explained his rights and obligations regarding the case	1.00	125.00	PL
	Call with client regarding questions about the complaint	0.20	25.00	PL
Jul-21-20	Call with client, drafted documentation in preparation for litigation	0.40	50.00	PL
	Call with client regarding documents needed for litigation	0.40	50.00	PL
	Preparing documentation in preparation for litigation, call with client	0.40	50.00	PL
	Call with client regarding documents in preparation for litigation	0.30	37.50	PL
Jul-27-20	Call with client regarding sending over documents	0.10	12.50	PL
Jul-31-20	Reviewed email correspondence regarding client docs	0.10	10.00	PL
	Call with client re: documents he sent, reviewing documents and saving them in file for future use, email to PL handling case	0.30	37.50	PL

	Call with client re: documents he sent, reviewing documents and saving them in file for future use, email to PL handling case	0.30	135.00	PL
Aug-03-20	reviewed and corrected complaint; sent complaint to Ig with directions as to the next steps to take in the litigation	1.50	675.00	MF
	Drafted and reviewed Complaint to be filed	2.00	250.00	PL
Aug-06-20	Reviewed court notice of filing of complaint; directed staff to update case chart ; filed notice in the proper folder for future reference	0.30	135.00	MF
Aug-07-20	Reviewed court order referring the case to the magistrate judge; directed staff to update case chart ; filed order in the proper folder for future reference	0.30	135.00	MF
	Prepared and filed Civil Cover Sheet, Summons and Complaint	1.00	125.00	PL
	Call with client, updated him about status of lawsuit	0.10	12.50	PL
Aug-10-20	Reviewed and docketed court notice in preparation for litigation	0.10	12.50	PL
Aug-26-20	reviewed docket and status	0.20	25.00	PL
Aug-27-20	confirmed with FG that the case is in court	0.10	45.00	MF
	Emails re status	0.20	75.00	JB
	Call with client, review case file, email to Jesse	0.20	25.00	PL
Aug-28-20	Email re status	0.10	37.50	JB
Sep-02-20	reviewed status	0.20	25.00	PL
Sep-03-20	filed GNS NOA	0.10	12.50	PL
Sep-04-20	review ecf	0.10	35.00	GN

	downloaded summons and drafted notices	0.40	50.00	PL
	sent notices out for request	0.20	25.00	PL
Sep-08-20	had telephone confererence with NG who informed meof defendants' repeated efforts to get client to settle behind our backs; had telephone conference with client and confirmed what defndants offered him to settle behind our backs; contacteddefendants and requested that they negotiate with my office; sent email to GN requesting that he preparea damages chart so that we can negotiate with defendants	0.60	270.00	MF
Sep-09-20	reviewed affidavits of service filed in court; directed staff to update case chart; filed affidavits in the proper folder for future reference	0.30	135.00	MF
	contacted client and discussed defendants' latest attempts to try to pay him off; contacted defendants and requested that they cease and desist from contacting client; prepared email outlining the damages defendants owe our client	0.30	135.00	MF
	review damages caculations and telephone call w/ pl in regards	0.30	105.00	GN
	review revised damages calculations	0.10	35.00	GN
	review emails regarding the case and ecf bounce	0.10	35.00	GN
	drafted detailed damages chart, discussed with GN	3.00	375.00	PL
	discussed damages with GN	0.10	12.50	PL
	revised the damages chart according to GNs instructions	0.60	75.00	PL
	revised the damages chart according to GNs instructions re: notices and emailed it to MF	0.20	25.00	PL
	filed AOS of Bukhara Grill Inc. and saved AOS on file	0.20	25.00	PL

	forwarded to GN dgr results on VIJAY RAO	0.10	12.50	PL
	called client to ask for info on Vijay Rao. Emailed gn and emailed dgr for a due diligence request	0.40	50.00	PL
Sep-10-20	reviewed complaint filed in court; directed staff to update case chart ; filed notice in the proper folder for future reference	0.30	135.00	MF
	review email	0.10	35.00	GN
	called the client to ask who is VIJAY RAO, but he didn't answer	0.10	12.50	PL
	called client, client explained who Vijay is, emailed GN	0.20	25.00	PL
Sep-11-20	email w/ pl re: a defendant	0.00	0.00	GN
	answered GNs email re; where did we get the name from	0.10	12.50	PL
	answered GNs email re: So was this guy hiring/firing, setting wages, setting schedules?	0.10	12.50	PL
Sep-15-20	reviewed affidavits of service plaintiffs filed in court; directed staff to update case chart ; filed affidavits of service in the proper folder for future reference	0.30	135.00	MF
	review ecf bounces	0.10	25.00	GN
	filed AOS's for Vicke Verma and	0.30	37.50	PL
	sent GN an email askig if we are serving Vijay Rao	0.10	12.50	PL
Sep-17-20	Telephone conference with with client and BT and determined the role of each of the defendants in the management of the business; had telephone conference with GN and clarified the issues we are trying to resolve in the case	0.30	135.00	MF
	called client to ask follow up questions but he wasn't there. Left a message	0.10	12.50	PL

	saved Vijay Rao DUE DILG report in case file and sent DGR to serve him at home	0.20	25.00	PL
	MF called cause client called him, re:Vijay Rao	0.20	25.00	PL
Sep-20-20	client called for an update	0.10	12.50	PL
Sep-21-20	review pl email to process server	0.10	35.00	GN
	email pl re client statement	0.10	35.00	GN
Sep-25-20	review defendants answer and email opposing counsel (email was .1)	0.50	175.00	GN
Nov-06-20	saved dgr's aff and due dilg and emailed GN	0.20	25.00	PL
Nov-23-20	amended complaint and emailed MF	0.60	75.00	PL
Nov-24-20	reviewed amended complaint ; sent email to Bt inquiring as to the individual defendants we are suing	0.30	135.00	MF
	discussed with GN thelatest developments in the case	0.10	45.00	MF
Jan-15-21	reviewedletter sent by defendants informing judge that there has been no movement in the case; directed staff to update case chart ; filed notice in the proper folder for future reference	0.30	135.00	MF
Jan-18-21	draft ltr reply	0.20	70.00	GN
Jan-25-21	reviewed GNs email re: initial pretrial conference, texted GN	0.20	25.00	PL
Jan-29-21	calendared scheduling order, with reminders	0.30	37.50	PL
Feb-09-21	client called for an udpate	0.10	12.50	PL
Feb-17-21	preparation for court conference (.3) and court conference (.6)	0.90	315.00	GN
	emailed DGR re: skip trace serach #	0.10	12.50	PL
Feb-18-21	drafted a depo notice and did a lexis search on individual defendant Jhanhee	0.80	100.00	PL

Feb-22-21	telephone call w/ cl and pl re: defendants name	0.50	225.00	GN
	saved and reviewed the results for DGR, emailed them to GN ,drafted discovery demands, called plaintiff to ask him if he has any more docs to show us, or witnesses, drafted the initial disclosures , emailed GN for review	1.20	150.00	PL
	client called to explain he might have pictures, he will try to send it via whats app and he also gave me the phone number for Vike Kerma, emailed it to GN	0.10	12.50	PL
	emailed GN back: re Vijay Kumar Verma, client called me back and explained his newpnew took pictures and a video of him while working. Saved them into the case file and texted GN to review. If so , I need to edit the initial disclosures	0.50	62.50	PL
	translated for GN and plaintiff	0.50	62.50	PL
Feb-23-21	researched business on acris, liquor license and DOS, emailed GN results. Also edited initial disclosures and asked GN if its good to mail	0.60	75.00	PL
Feb-25-21	I tried calling the plaintiff Rufino Dejesus but he didn't pick up	0.10	12.50	PL
Feb-26-21	spoke to client , texted GN that client needs to leave soon. Kept client on hold and then translated for GN and plaintiff	0.50	62.50	PL
	calendared depo new date, edited certificates of service pages	0.20	25.00	PL
Mar-01-21	did lexis search on punchgini, inc. and emailed results to GN	0.30	37.50	PL
	client called asking for an update	0.20	25.00	PL
Mar-29-21	review def financials and respond to opposing counsel email re: sett and discovery deadlines	0.40	140.00	GN
May-18-21	draft and edit letter response to defendnts letter and request extension of time and adjourn conference	3.10	1,085.00	GN

Jun-07-21	telephone call w/ cl re: sett	1.00	450.00	GN
Jun-14-21	meeting with client in preparation for the conference and at confrence with client	1.70	765.00	MF
	sett conference with jJdge	0.90	315.00	GN
	discuss case with MF and Nancy and translate for client in settlemetn conferene with judge	1.70	212.50	PL
Jul-07-21	draft settlement agreement	1.00	350.00	KH
Aug-02-21	revised settlement agreement after emailing Opposing counsel and seeing edits	1.00	350.00	KH
Aug-20-21	reviewed Opposing counsel emails re: executed agreement	0.50	175.00	KH
Aug-23-21	called client re: settlement agreement ready tobe signed	0.10	12.50	PL
Sep-16-21	emailed opposing counsel new revised agremment with our attorney's fee revised	0.50	175.00	KH
Sep-21-21	emailed MF to ask to help reach the client to sign new revivsed agreement	0.50	175.00	KH
Sep-22-21	emailed MF re: did you hear back from him?	0.50	175.00	KH
Oct-25-21	emailed MF re: Did we ever have any luck with Rufino De Jesus?	0.50	175.00	KH
Nov-22-21	emailed chambers re: conf	0.50	175.00	KH
Dec-02-21	emailed opposing counsel signed settlemetn agreement by plaintiff	0.50	175.00	KH
Dec-16-21	Discussed with Nancy that we need to have the client to sign again due to the firm name change	0.20	25.00	PL
Dec-27-21	received plaintifffs new revised signed settlement agreement	0.50	175.00	KH
	emailed opposing counsel new signed settlement agreement	0.50	175.00	KH
	client signed new revised agreement sent it to KH	0.20	25.00	PL

Totals	45.70	<div>\$11,867.50</div>
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DISBURSEMENTS

	Filing Fee	400.00
Sep-08-20	Process Server : Vicke	70.00
	Process Server: Bukhara Grill Inc	76.00
Sep-11-20	Process Server Due Dilg	87.00
Sep-15-20	Process Server : Raja	80.00
	Totals	<div>\$713.00</div>

Total Fee & Disbursements	<div>\$12,580.50</div>
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Balance Now Due	<div>\$12,580.50</div>
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